



**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #2016-07**

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager 
James S. May, Chief of Police 

DATE June 13, 2016

SUBJECT: CR #65 - Acceptance of VALE Grant; Training for Detective Paul Gesi

RECOMMENDATION:

Staff recommends the approval of the attached Resolution allowing the Mayor to accept a Municipal VALE Grant approved by the Northglenn Municipal VALE Board for Detective Paul Gesi to attend the 2016 Annual Advanced Medicolegal Training.

BACKGROUND:

Funding in the amount of \$1,300 was approved by the Municipal VALE Board to fund special advanced death/homicide training for Detective Gesi that is hosted by the Cook County Nevada Office of the Coroner/Medical Examiner. Detective Gesi's area of responsibility is crimes against persons, which includes all death and homicide investigations that occur in the City of Northglenn. He is a member of the Adams County Law Enforcement Investigation Team which investigates critical incidents including, but not limited to, officer-involved shootings within the 17th Judicial District in Colorado. The level of the instruction provided by the International Association of Coroners and Medical Examiners is not available locally.

BUDGET/TIME IMPLICATIONS:

Funds to initially cover the expenses are in the 2016 Police Department Administration Training budget. All receipts associated with this training will be forwarded to the Northglenn Municipal VALE Board prior to release of the award monies.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Chief James S. May, Jr., at 303/450-8967, or jmay@northglenn.org.

msn

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-65
Series of 2016

Series of 2016

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE NORTHGLENN MUNICIPAL VALE BOARD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council of the City of Northglenn hereby accepts a grant award from the Northglenn Municipal Victim Assistance and Law Enforcement (VALE) Board in the amount of \$1,300 for the grant application submitted by the Police Department for detective training at the 2016 Annual Advanced Medicolegal Training.

DATED, at Northglenn, Colorado, this _____ day of _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



NORTHGLENN V.A.L.E.
VICTIM ASSISTANCE & LAW ENFORCEMENT BOARD
P.O. BOX 330061
NORTHGLENN, CO 80233-8061

May 19, 2015

*Chair
Honorable,
Joyce Downing*

Jim May, Chief of Police
Northglenn Police Department
11701 Community Center Drive
Northglenn, CO 80233

*Alternate Member
Vice Chair
Jordan Sauers*

Dear Jim,

*Secretary
Leslie Carrico*

The City of Northglenn VALE Board (the "Board") met on May 18, 2016. Please let this correspondence confirm the decision made by the Board as described below:

*Member
Pat Marquez*

Grant Application 2016-04/19-12 Training

Award: \$1,300.00

*Member
Donna Planert*

Funding was approved to the Northglenn Police Department for Det. Gesi to attend the 2016 Annual Advanced Medicolegal Training. The training provided has over 72 years of experience in the presentation of educational seminars for the purpose of assisting Detectives in the performance of their duties.

*Member
Ashley Witkovich*

*Ex-officio
Tammy Sutton*

A memorandum of agreement is attached. Funds will be available upon return receipt of the signed agreement and City Council approval.

Should you have any questions, please feel free to contact me.

Sincerely,

Tammy Sutton, Ex-Officio
Northglenn VALE Board

cc: File

MEMORANDUM OF AGREEMENT

The City of Northglenn V.A.L.E. Board (the “Board”) hereby awards funds in the amount of **\$1,300.00** for the calendar year 2016 to the Northglenn Police Department [hereafter “Recipient”]. Funds will allow Detective Gesi to attend the 2016 Medical Examiners annual training conference.

In order to facilitate the distribution of the grant funding provided herein, and to assure accurate reporting of the disbursement of these funds, this Memorandum of Agreement is being executed. Northglenn Police Department by accepting the award of this grant assumes distribution and reporting responsibilities of same, with the following special conditions being required:

Consenting Parties: Northglenn V.A.L.E. Board
and, Northglenn Police Department
Effective Date of Agreement: 05/19/16
Grant Application No: 2016-04/19-12

NOW THEREFORE, in consideration of the receipt by Recipient of the grant funding set forth herein, Recipient is and shall be subject to the following terms, conditions and obligation in order to obtain distribution of the grant proceeds set forth above:

A. **Reporting Requirements.** The Recipient shall provide the Board with reports on activities performed with the assistance of funds provided under this Memorandum of Agreement. Each such report shall set forth the progress of work under this Memorandum of Agreement and any other information reasonably requested by the Board, and shall be submitted in such a format as may be designated by the Board. Such reporting requirements shall include the following:

1. Recipient is required to submit a year-end report by 5:00 PM on January 31, 2017
2. The report shall include the following categories of information:
 - a. Summary of services provided by your grant project; and
 - b. The number of people served by your grant;
 - c. Problems you have encountered; and
 - d. Budget information including a summary of all money actually spent and all expenditures by category.

B. The Recipient further agrees to the following additional requirements:

1. **Independent Contractor.** Recipient is and shall be an independent contractor.
2. Recipient shall not assign any provision of this Memorandum of Agreement to a subcontractor unless agreed upon by the VALE Board.

3. No Board Liability. Any other provision of this Memorandum of Agreement notwithstanding, in no event shall the Board be liable for payment for services rendered and expenses incurred by the Recipient under the terms of this Agreement for any amount in excess of the Grant Amount.

4. Review of Records. The Recipient shall permit the Board to monitor and review the Recipient's performance under this Memorandum of Agreement. Unless such information is confidential as a matter of law, the Recipient shall make available to the Board for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Memorandum of Agreement in order to coordinate the performance of services by the Recipient in accordance with the terms of this Memorandum of Agreement.

5. Discontinuance of Grant Proceeds. The Board has the right to discontinue the provision of Grant Proceeds for a breach of the provisions of this Memorandum of Agreement. Recipient shall not have any reasonable expectation of the receipt of such Grant Proceeds from the Board, and the discontinuance of the provision of Grant Proceeds may occur upon a finding by the Board of a breach of the provisions of this Memorandum of Agreement.

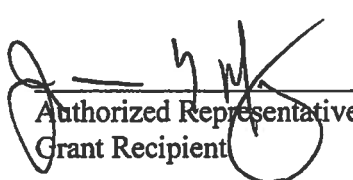
6. Illegal Aliens. Recipient shall execute the attached **Certificate Regarding Employing or Contracting with an Illegal Alien**.

7. Indemnity. Recipient shall indemnify and hold the Board harmless on account of any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Memorandum of Agreement by Recipient or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions by Recipient.


8. Non-Discrimination. Recipient agrees to take all steps to assure non-discrimination in all areas of performance under this Agreement. Recipient therefore agrees it shall not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

C. Colorado Governmental Immunity Act. In relation to the Memorandum of Agreement, the Board is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

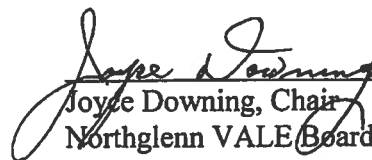
Recipient hereby agrees to the above conditions for the purpose of accepting the Northglenn VALE Board Grant in the amount of \$1,300.00.



Authorized Representative
Grant Recipient



Date



Joyce Downing, Chair
Northglenn VALE Board

Date

**PROSPECTIVE GRANT RECIPIENT'S CERTIFICATE REGARDING
EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Chief James May, Northglenn Police Department
(Recipient)

TO: Northglenn VALE Board
11701 Community Center Drive
Northglenn, CO 80233

As a prospective Grant Recipient for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Memorandum of Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Memorandum of Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 25th day of May, 2016.

Prospective Grant Recipient NORTHGLENN Police Dept

By: JAMES S. MAY JR

Title: Police Chief

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Memorandum of Agreement, I certify that I will comply with the lawful presence verification requirements outlined in that Memorandum of Agreement.

OR

I, James S. May, am an owner/member/shareholder of Northglenn Police Dept a municipal Govt [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Memorandum of Agreement, I certify that I will comply with the lawful presence verification requirements outlined in that Memorandum of Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

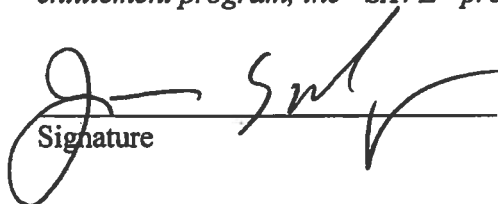
The Board must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the Authority's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Grant Recipient must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the Board.

Signature 

Date 5/25/16

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, James S. May, as a Grant Recipient with the V.A.L.E. Board (the "Board"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this Memorandum of Agreement with the Board within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Memorandum of Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Memorandum of Agreement.

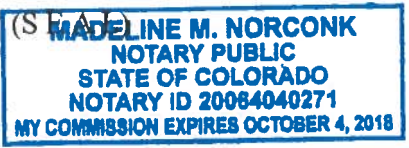
[Signature]
Grant Recipient Signature

5/25/16
Date

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 25th day of May, 2016, by MADELINE M. NORCONK as Notary Public of State of Colorado.

My commission expires: 10-04-2018



Madeline M. Norconk
Notary Public

April 15, 2016

Board Member
Northglenn Victim Assistance and Law Enforcement Board
11701 Community Center Drive
Northglenn, CO 80233

Dear Board Members,

The Northglenn VALE has been a tremendous asset to our agency in the years past. Its generosity has assisted our agency in sending me and others to more advanced and specialized training that we otherwise would not have been able to receive.

I am aware of the financial assistance made available by the Northglenn VALE, and would like to approach the board to seek financial assistance that would allow me to attend the International Association of Coroners and Medical Examiners (IAC&ME) 2016 Annual Advanced Medicolegal Training Conference. The death investigation course is hosted by the Cook County Office of the Coroner/Medical Examiner.

The International Association of Coroners & Medical Examiners has over 71 years of experience in the presentation of educational seminars for the purpose of assisting Coroners, Medical Examiners, and Detectives in the performance of their duties. I am an active member of (IAC&ME) and am aware that the level of training provided in the discipline of death investigation is far advanced. The level of instruction provided is not available locally.

Unfortunately, current budget restraints in the Northglenn Police Department would prevent me from attending such a school.

I have been with the Northglenn Police Department since 1985 and have been assigned to the detective division for the last 23 years. My area of responsibility is crimes against persons, which includes all death and homicide investigations that occur in the City of Northglenn. I am also a member of the Adams County Law Enforcement Investigation Team which investigate critical incidents (including but not limited to) officer involved shootings within the 17th Judicial District in Colorado.

I know that to be continually successful in my field it is imperative to stay current in the disciplines as they advance with time.

Having this level of training in the most current investigative techniques would greatly benefit not only me, and the Northglenn Investigations Unit, but the community in which I serve.

The class is hosted by the Clark County Coroner's Office in Las Vegas, Nevada, during the week of July 24th, through July 28th, 2016.

The registration cost of the class is \$425.00 if confirmed before June 1, 2016.

The Golden Nugget Hotel in Las Vegas is providing IAC&ME members a special reduced rate. The total for lodging and flight would be approximately \$450.00 (Depending on when booked).

I am requesting a Per Diem (GSA Rate) of \$71.00 per day for a total of \$406.50.

The total amount being requested is \$1,300.00 (approximate because of fluid package rates).

If you grant this financial assistance, I believe it would greatly benefit me, the Northglenn Police Department, and the victims and victim's families of such horrific events.

Thank you for taking the time in considering my request. I look forward to visiting with you at the upcoming VALE boarding meeting. If you have any questions, please contact me at 303-450-8857.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul A. Gesi', written in a cursive style.

Paul A. Gesi
Detective

INVESTMENT SNAPSHOT: Pudalov Investment

PROPERTY INFORMATION		
Property Address:	10701 Melody Drive	
Property Size:	64,203 RSF	
Built / Renovate:		
Occ / Vac:	58.30%	41.70%
Parking:	?	

ACQUISITION SOURCES & USES		
		p / Sft
Purchase Price	3,800,000	59.19
Closing Costs	70,000	1.09
Acquisition Fee 0.00%	0	0.00
Deficit Reserve	0	0.00
Loan Fee	30,000	0.47
Broker/Finder Fee	75,000	1.17
Immediate Capital *	1,020,000	15.89
Total Acquisition Uses	4,995,000	77.80
General Partner	437,063	6.81
Investor Partner(s)	1,311,188	20.42
Initial Loan	3,246,750	50.57
Total Acquisition Source:	4,995,000	77.80

CAP RATES		
	On Price	On All
Proforma Cap Rate	4.31%	3.28%
As-Is Cap Rate	4.82%	3.67%
Stabilized Cap Rate	13.16%	9.72%

Before Debt Costs to Stabilize \$147,344

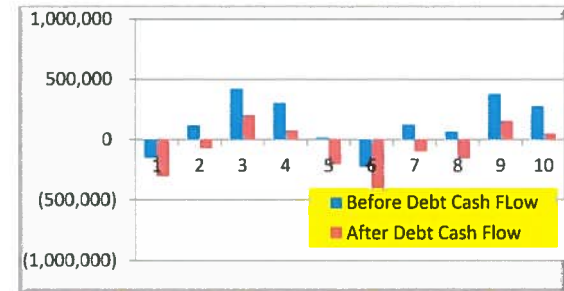
* Capital Improvements

- Parking Lot & Lights: \$200,000
- Exterior Sign: \$35,000
- New Landscaping: \$55,000
- New Roofs: \$110,000
- Exterior Entry Vestibule: \$60,000
- Repaint Exterior: \$40,000
- New Building Lobby: \$75,000
- New Elevators: \$110,000
- HVAC: \$50,000
- Common Area Corridors 5-6th Fl: \$50,000
- Common Area Bathrooms: \$40,000
- Engineering / Architect: \$35,000
- Project / Construction Supervisor: \$40,000
- 6th Fl Prep for New Advanced Business: \$65,000
- Fiber & Electrical Upgrades: \$35,000
- Small Building Upgrade: \$20,000

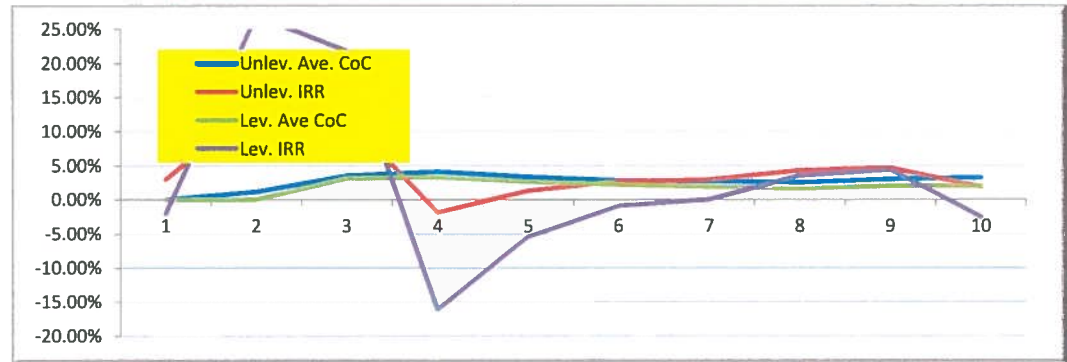
RETURNS	
Optimal Exit Year	8
Stabilization Year	2
Deal IRR (annual)	3.58%
Deal EM	1.24x
Deal Ave. CoC	1.66%
Deal Profit	677,333
Investors IRR (mthly/anzld)	3.48%
Investors EM	1.19x
Investors Profit	677,333

DISPOSITION	
Exit Price	6,319,653
Pricer p/ Sft	98.43
NOI Capped	473,974
Asset Appreciation	66.31%

PEAK EQUITY	
2,781,321	All
695,330	GP
2,085,991	LP



\$14 3-YR	23,126	36.02%
\$14 5-YR	21,871	34.07%
\$14 5-YR Wells Fargo	19,206	29.91%
Total Sft	64,203	100.00%



PURCHASE PRICE SENSITIVITY - DEAL RETURNS					
8 Year Hold					
P/ Ft	\$ Price	Unlev IRR	Lev IRR	Lev EM	Lev Profit
57.19	3,671,594	4.67%	4.42%	1.30x	810,591
58.19	3,735,797	4.49%	3.99%	1.27x	743,926
59.19	3,800,000	4.31%	3.58%	1.24x	677,333
60.19	3,864,203	4.13%	3.19%	1.21x	612,406
61.19	3,928,406	3.96%	2.82%	1.18x	547,479
62.19	3,992,609	3.78%	2.45%	1.16x	482,552
63.19	4,056,812	3.61%	2.09%	1.13x	417,625

EXIT CAP RATE SENSITIVITY - DEAL RETURNS					
8 Year Hold					
	Unlev IRR	Lev IRR	Lev EM	Lev Profit	
7.00%	5.16%	5.53%	1.39x	1,116,323	
7.25%	4.72%	4.55%	1.31x	889,259	
7.50%	4.31%	3.58%	1.24x	677,333	
7.75%	3.91%	2.62%	1.17x	479,079	
8.00%	3.52%	1.65%	1.10x	293,216	
8.25%	3.15%	0.69%	1.04x	118,618	
8.50%	2.79%	-0.27%	0.98x	(45,710)	